

Agreement Number \_\_\_\_\_  
(Assigned by HR)

Budget Number \_\_\_\_\_  
(Completed by Department)

## INDEPENDENT CONTRACTOR AGREEMENT

**THIS AGREEMENT** (hereinafter referred to as the "Agreement") is dated the \_\_\_\_\_ Day of \_\_\_\_\_, \_\_\_\_\_, by and between Regis University, which is herein called "Regis," and \_\_\_\_\_ who is herein called "Independent Contractor."

**WHEREAS**, Independent Contractor is customarily engaged in an independent trade, occupation, profession or business related to the services to be performed pursuant to this Agreement as a

\_\_\_\_\_ and

**WHEREAS**, Regis desires to retain the services of the Independent Contractor to perform the following Project/Services:

\_\_\_\_\_  
\_\_\_\_\_

**ADDITIONAL TERMS AND/OR CONDITIONS ATTACHED** (circle, if applicable) Yes

**DATE(S)** of service \_\_\_\_\_ thru \_\_\_\_\_  
(Begin Date) (End Date)

**AMOUNT** of payment \_\_\_\_\_

**IN WITNESS WHEREOF**, the parties' signatures acknowledge acceptance of this agreement and its terms as shown on the front and back of this form and any attachment(s), if applicable.

### REGIS UNIVERSITY DEPARTMENT BUDGET AUTHORIZATION

\_\_\_\_\_  
Print Name of Department Budget Authority

\_\_\_\_\_  
Department

\_\_\_\_\_  
Signature of Department Budget Authority

\_\_\_\_\_  
Date

### INDEPENDENT CONTRACTOR

**(Print clearly)**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

### HUMAN RESOURCES AUTHORIZATION (This agreement is invalid until signed by the Associate Vice President, Human Resources.)

\_\_\_\_\_  
Associate Vice President, Human Resources

\_\_\_\_\_  
Date

**Please attach a completed Form W-9 to this agreement.**

**NOW, THEREFORE**, in consideration of the foregoing, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged and confessed, the parties agree as follows:

**1. Scope of Project or Services**

The nature of the project and/or services to be provided by the Independent Contractor are:

- (a) The parties understand that Regis has no right to control or direct the Independent Contractor generally or as to the details of performance hereunder. The Independent Contractor is responsible in all respects for any persons utilized by the Contractor. Nevertheless, the Independent Contractor shall keep Regis reasonably informed of the status of the work in progress and shall coordinate with a designated Regis representative to assure that the project and/or services properly integrate rather than interfere with Regis' operations. This coordination is intended to provide reasonable communications and should not be implied to constitute exercise of control over the Independent Contractor by Regis. Independent Contractor's services shall be performed consistent with all Regis regulations, policies, protocols, standards and procedures as periodically adopted and modified by Regis, and all such rules, regulations, policies and procedures are incorporated herein by reference.
- (b) Time is of the essence in regard to performance by the Independent Contractor. Accordingly, completion of the contemplated Project and/or Services is to be on or before the End Date listed on the front of this Agreement. Delay beyond this date shall result in a penalty by the Independent Contractor to Regis according to applicable attachment, which may, at Regis' option be deducted from the amount Regis is otherwise obligated to pay the Independent Contractor under this Agreement.

**2. Independent Contractor Status**

- (a) The parties acknowledge and confirm and it is their explicit intention to form an Independent Contractor relationship and not that of an employer-employee.
- (b) Regis understands and the Independent Contractor hereby affirms that it is regularly and customarily engaged in the independent business or profession listed on the front of this Agreement, and provides these services to other parties, and is otherwise an Independent Contractor for all purposes relative to this Agreement. The parties agree as follows:
  - (i) This Agreement shall not be construed to establish a quality standard for the Independent Contractor. The parties agree that Regis may provide plans and specifications regarding the work to be performed by the Independent Contractor but will not oversee actual work or instruct the Independent Contractor as to how the work will be performed.
  - (ii) Payment for the Project/Services contemplated by this Agreement shall be at the fixed or contract price listed on the front of this Agreement.
  - (iii) Regis may not terminate the work of the Independent Contractor during the period covered by this Agreement unless the Independent Contractor violates the terms of the Agreement or fails to produce a result that meets the specifications of the Agreement.
  - (iv) Regis will not provide tools or benefits to the Independent Contractor.
  - (v) Payment for the Project and/or Services of the Independent Contractor shall be made to the individual or business name listed on the front of this Agreement. The parties further acknowledge that payment shall be made after satisfactory performance and/or submission by the Independent Contractor of a satisfactory invoice, report or any other documentation (e.g., mechanic's lien waivers) requested by Regis.
  - (vi) The parties acknowledge that the business operations of Regis and the business operations of the Independent Contractor shall not be combined in any way and that all such operations of the parties shall be maintained separately and distinctly.
  - (vii) In the provision of the Services contemplated under the terms of this Agreement, Independent Contractor shall comply with all applicable State, Federal and local non-discrimination laws and regulations.
- (c) The Independent Contractor is responsible for all of the Independent Contractor's overhead costs, including the utilization of any additional help or workers.
- (d) The Independent Contractor shall provide upon request of Regis and without limitation, satisfactory proof of any licenses, professional certifications, certificates or other evidence of insurance, bonding or other legal authorizations (e.g. building permits) reasonably related to this Agreement.

**3. Miscellaneous Covenants**

- (a) Ownership of all copyrightable, patentable or commercially valuable materials produced in the course of or arising out of the Services shall vest with Regis University.
- (b) Assignment: Neither party shall assign its rights and/or obligations under this Agreement without the prior written consent of the other party.
- (c) This Agreement may be amended, altered or changed only through a written document signed by Independent Contractor and Regis.
- (d) Entire Agreement: This Agreement contains the entire understanding of the parties and may be changed only by an agreement in writing signed by the party against whom enforcement of any waiver, change, modification, extension or discharge is sought.
- (e) Notice: Any notice required or desired to be given under this Agreement shall be deemed given by a party, if in writing, sent by first-class mail, to the principal office of the other party.
- (f) Applicable Law Provisions: This Agreement and all documents executed and delivered hereunder shall be governed under the laws of the State of Colorado.
- (g) Attorney's Fees: It is agreed by the parties that, in the event a dispute arises concerning non-performance under this Agreement, the prevailing party shall be entitled to recover, in addition to an award of damages, its costs and expenses, including reasonable attorney's fees.
- (h) Regis and Independent Contractor hereby agree that exclusive venue for all disputes, controversies and litigation arising under this Agreement lies with the courts of Denver County, Colorado.
- (i) For all disputes, controversies and litigation arising under this Agreement, Regis and Independent Contractor hereby (jointly and individually) submit to the personal jurisdiction of the Denver County, Colorado Courts.

4. The General Provisions of this Agreement are acknowledged as binding by the signatures on the front of this Agreement.

**DISCLOSURE**

**CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THE CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THIS AGREEMENT.**